

ATTACHMENT “A”

MUSEUM GIFT STORE MANAGER
JOB DESCRIPTION

Position Summary:

Museum Gift Store Manager is responsible for managing the daily operations of the Main Museum and several historic site and gift shops. Museum Gift Store Manager will select the inventory suited for the Museum in compliance with statutory regulations and museum policies. Museum Gift Store Manager will develop Gift Store budgets, be responsible for stock presentation, maintaining hospitable store environment, and staff/volunteer training and management and other duties as agreed with the Museum Division Chief. The Museum Gift Store Manager also needs to keep abreast of the changes in merchandising and marketing and attend appropriate trade shows.

Financial Responsibilities

- Develop annual budget for Gift Shop Enterprise Fund and monitor budget monthly. Share information with Community and Cultural Resources Administration, Museums Division, and Gift Store Committee.
- Maintain good financial records and meet all reporting responsibilities with Community and Cultural Resources and appropriate governmental agencies.
- Maintain daily financial records and make deposits as required for Gift Store.
- Verify all invoices against shipments and approve invoices for payment related to the Gift Store.
- Responsible for all cash reconciliation that include Gift Store and Museum.
- Develop and maintain an inventory control system for the Gift Store.
- Supervise deposit functions of Museum.
- Responsible for issuance, replenishment, and accountability of the Gift Store and Museum petty cash funds.

Merchandising Responsibilities

- Responsible for purchasing inventory utilizing an inventory control system.
- Research merchandise and buyer trends, being aware of special events and exhibits.
- Develop vendor relationships including related negotiation skills.
- Responsible for pricing merchandise.
- Develop sales strategies.
- Develop thematic displays of merchandise to promote sales.

Public Relations Responsibilities

- Create an overall Museum image and retailing style through merchandise selection and presentation.
- Create a hospitable working environment with shop staff and volunteers.
- Promote sales, in all appropriate venues, by working with marketing and public relations staff.
- Maintain a pleasant sales floor appearance including restocking and changing displays.
- Develop a comprehensive plan to establish a high level of customer service with staff.
- Establish a customer surveying program.

Personnel Responsibilities

- Maintain proper staffing (including volunteers) to include recruiting, hiring, training, and supervising responsibilities.
- Evaluate staff performance, review findings with appropriate staff and take necessary action.
- Primary sales floor responsibility on a daily basis.
- Supervise front counter and reconciliation functions.

Professional Responsibilities

- Maintain regular hours at the Museum based upon a forty (40) hour workload per week.
- Maintain membership in professional associations including Museum Store Association and IACA.

Planning Responsibilities

- Participate in long-range planning efforts for Museum.

This position would report directly to the Museums Division Chief; work closely with the Museum Gift Store Committee and Museums staff; and supervise all Gift Store/fiscal employees and volunteers.

ATTACHMENT “B”

MUSEUM GIFT STORE MANAGER BENEFIT PLAN

- (a) Contractor shall be required to be scheduled and paid a minimum of forty-one (41) hours per pay period to be eligible to receive the benefits of this section.
- (b) The bi-weekly amount of the County provided Benefit Plan for the contractor shall be one hundred thirty-three dollars and eighty-five cents (\$133.85) per pay period.
- (c) Under no circumstances will the monetary value of the Benefit Plan be prorated.
- (d) The contractor shall be provided with a Benefit Plan established under Section 125 of the Internal Revenue Code. The purpose of the Benefit Plan is to provide the contractor with a choice between pre-tax and after-tax payroll deductions for health insurance, dental insurance, voluntary life (to the IRS specified limit) and accidental death and dismemberment insurance premiums. The amount of the pre-tax salary reduction or after-tax payroll deduction must be equal to the required insurance premium. Any remaining Benefit Plan dollars are taxable cash to the contractor.
- (e) Under this benefit, the County will make available the existing health, dental, voluntary life (to the extent permitted by IRS) and accidental death and dismemberment insurance programs currently maintained and mutually agreed by the parties. Contractor must enroll in one health plan and one dental plan offered by the County. Participation in voluntary life and accidental death and dismemberment insurance is voluntary. Should contractor fail to elect health and/or dental plan coverage contractor will be automatically enrolled in the health and/or dental plan with the lowest bi-weekly premium rates available to them based on the geographical location of their primary residence.
- (f) Contractor may elect to enroll their dependents upon initial eligibility for health and dental insurance. Thereafter, newly eligible dependents may be enrolled within 30 days of obtaining dependent status, such as birth, adoption or marriage. Notification must be submitted to Human Resources Employee Benefits & Services in accordance with procedures adopted by the County. Contractors with health and dental dependent coverage must maintain such coverage during the Plan Year. Dependent(s) may be removed mid-Plan year for the following: (1) Dependent(s) become ineligible for coverage under the insurance plan eligibility rules, e.g. divorce or over aged dependent, (2) Contractor has an eligible change in status, e.g. loss or gain of spouse's employment, or (3) dependent(s) coverage is entirely paid on an after-tax basis through payroll deduction. Premiums for coverage will be automatically deducted from the contractor's pay warrant. Under no circumstances will the insurance premiums be prorated.

- (g) Election of pre-tax and after-tax payroll deductions shall be made in a manner, time period, and on such forms as are approved by the Human Resources Division Chief, Employee Benefits and Services.
- (h) The Benefit Plan Year begins on the first day of the pay period prior to the pay period in which August 1 falls. The Benefit Plan Year is approximately 26 pay periods. All elections must remain in effect for the Benefit Plan Year.
- (i) Contractors who become eligible after the beginning of the benefit Plan Year shall begin participation on the first day of the pay period in which they work forty-one (41) or more hours provided an approved election form is appropriately submitted.
- (j) Mid-year change of elections may be authorized by the Human Resources Division Chief, Employee Benefits and Services, or his/her designee, as long as the change is made on account of or consistent with contractor's change in status as identified in Section 125 of the Internal Revenue Code. Contractor is responsible for notification of mid-year change of elections due to status changes. Notification must be submitted to Human Resources Employee Benefits & Services within 30 days of the qualifying event. The Human Resources Division Chief, Employee Benefits & Services may permit mid-year change of elections if County insurance premiums significantly increase during the Benefit Plan Year.
- (k) Elections may be changed for any reason during the County's annual open enrollment period.
- (l) In no event will changes in elections be permitted except to the extent permitted under Internal Revenue Service rulings and regulations.
- (m) Should contractor be on an approved medical leave of absence and whose paid hours in a pay period are less than forty-one (41) hours will continue to receive the benefits of this section for up to six (6) pay periods per episode of illness or injury. If contractor is on an approved Worker's Compensation claim contractor shall receive the benefits of this section for up to twenty (20) pay periods while off work due to that work injury. If contractor is on an approved medical leave of absence without pay or on an approved leave of absence without pay under the Family Medical Leave Act of 1993 contractor will continue to receive the Benefit Plan dollars for up to six (6) pay periods. If contractor is on a leave of absence without pay contractor shall not be eligible to receive the monetary benefits of this Article unless on a medical leave or a Family Medical Leave Act eligible leave.

The parties acknowledge that Congress is currently considering certain changes in the tax laws that could substantially change the tax results intended by this Article. If Congress enacts such legislation (or IRS Regulations under current law change) and this changes the tax results intended under this Article, this Article and the means of providing the County's contribution will be subject to reopening of negotiations at the request of either party without any increased costs to the County.

ATTACHMENT C

MUSEUM GIFT STORE MANAGER HOLIDAY LEAVE

(a) Fixed Holidays. Contractor shall be entitled to the following holidays:

January 1 st	November 11 th
Third Monday in January	Thanksgiving Day
Third Monday in February	Day after Thanksgiving
Last Monday in May	December 24 th
July 4 th	December 25 th
First Monday in September	December 31 st
Second Monday in October	

(b) Floating Holidays. Contractor shall be entitled to a total of eight (8) hours floating holiday time provide that the contractor is not on unpaid leave for the entire pay period and is actively on the payroll. Eight (8) hours floating holiday time shall be accrued during the first pay period prior to the third Monday in January.

Floating holidays accrued shall be available for use on the first day following the pay period in which they are accrued, with the approval of the appointing authority. Appointing authorities have the right to schedule contractors time off for accrued holidays to meet the needs of the service but with consideration given to the well being of the contractor.

(c) Eligibility for Holiday Pay. To receive holiday pay for a fixed holiday contractor must be on the payroll during the entire pay period during which such fixed holiday fell. "Entire pay period" shall mean that the contractor must have been hired prior to or at the start of the pay period and not have separated prior to the end of the pay period and was paid for at least one-half (1/2) of the accountable hours and was on approved leave for any unpaid hours. Any request for sick leave in conjunction with a fixed holiday must be supported by a doctor's certificate, if requested by the appointing authority.

(d) Holiday During Vacation. When a fixed holiday falls within a vacation period the holiday time shall not be charged against the contractor's earned vacation benefits.

(e) Working on a Holiday. Whenever the contractor is required to work on a fixed holiday or the fixed holiday falls on the contractors regularly scheduled day off, the contractor shall accrue, on an hour for hour basis, up to a total of eight (8) hours floating holiday time. At the request of the contractor, and with approval of the appointing authority, straight time payment can be made in lieu of accrual provided such compensation is approved during the pay period in which it is worked.

(f) Weekend Holidays. When a fixed holiday falls on a Saturday, the previous Friday will be observed as the fixed holiday except when the preceding Friday is also a fixed holiday, the

preceding Thursday will be observed as the fixed holiday. When a fixed holiday falls on a Sunday, the following Monday will be observed as the fixed holiday except that when the following Monday is also a fixed holiday, the following Tuesday will be observed as the fixed holiday.

For those County department operations which operate six (6) and seven (7) days per week facilities, fixed holidays which fall on either a Saturday or Sunday shall be observed on those days by contractors of those operations scheduled to work.

(g) Holiday Time Accrual. Upon retirement or termination, contractor shall be compensated for any unused accrued holiday time at the then current base rate equivalency unless the contractor's position was abolished as a result of a layoff.

(h) December Closure. On a one-time basis only, County departments will close on December 27, 28, and 29, 1999. Contractor shall receive 24 hours of paid leave to use during this closure. If, for operational reasons, a departmental operation must remain open on those days, (e.g. Courts, 24-hour departments), contractor scheduled to work those days will be credited with 24 hours of leave pay period 1/00. This leave must be used during calendar year 2000 at a time mutually agreeable to the contractor and the appointing authority. If contractor has not used the leave by the end of pay period 26/00, it will not be cumulative into the next calendar year, nor shall there be any conversion to cash.

ATTACHMENT D

MUSEUM GIFT STORE MANAGER SICK LEAVE

- (a) Definition. Sick leave with pay is an insurance or protection provided by the County to be granted in circumstances of adversity to promote the health of the contractor. It is not an earned right to time off from work. Sick leave is defined to mean the authorized absence from duty of the contractor because of physical or mental illness, injury, pregnancy, confirmed exposure to a serious contagious disease or for a medical, optical, or dental appointment.
- (b) Definition – Immediate Family. Immediate family is defined as spouse, child, grandchild, mother, father, grandparents, brother, sister, mother-in-law, father-in-law, daughter-in-law, son-in-law, aunt, uncle, niece, nephew, foster child, ward of the court, or any step relations as defined herein.
- (c) Usage – Bereavement. A maximum of forty (40) hours earned sick leave may be used per occurrence for bereavement due to the death of persons in the immediate family, or any relative living with the contractor.
- (d) Usage – Family Sick Leave. A maximum of twenty-four (24) hours earned sick leave per calendar year may be used for attendance upon the members of the contractor's immediate family residing in the contractor's household who require the attention of the contractor.

A maximum of forty (40) hours earned sick leave may be used per occurrence for arrival of an adoptive child at the contractor's home.

- (e) Accumulation. Contractor shall accrue sick leave for each payroll period completed prorated at the rate of 3.39 hours per pay period. Earned sick leave shall be available for use the first day following the payroll period in which it is earned; provided, however, that contractor must have completed 1,040 hours of continuous service from the contractor's benefit date. There shall be no limit on sick leave accumulation.

The minimum charge against accumulated sick leave shall be fifteen (15) minutes.

- (f) Compensation. Approved sick leave with pay shall be compensated at the contractor's base rate of pay, except as otherwise provided in this Attachment.

- (g) Administration

- (1) Investigation. It shall be the responsibility and duty of each appointing authority to investigate each request for sick leave and to allow sick leave with pay where the application is determined to be proper and fitting, subject to approval of the Director of Human Resources.

- (2) Notice of Sickness. The appointing authority or designee must be notified within one-half (1/2) hour after the start of the contractor's scheduled tour of duty of a sickness on the first day of absence.

It is the responsibility of the contractor to keep the appointing authority informed as to continued absence beyond the first day for reasons due to sickness or occupational disability. Failure to make such notification shall result in denial of sick leave with pay.

Under the following circumstances, if contractor has been off work due to an illness or injury, contractor will report to the San Bernardino County Center for Employee Health and Wellness for a medical evaluation of contractor's condition before returning to work.

- (a) Contractor who has been absent for ten (10) or more consecutive working days.
- (b) Contractor who has been absent for more than one day due to an occupational injury.
- (c) Contractor whose treating physician or other qualified medical provider has ordered job modifications(s) as a condition for either continuing to work or for returning to work after an illness or injury. This applies to both occupational or non-occupational illness or injury.
- (d) Contractor has been off work due to, but not limited to, communicable diseases such as chicken pox and measles.

It is the responsibility of the contractor, covered by (a)-(d) above, to obtain written notice from their medical provider of their authorization to return to work with or without job modification. To ensure all necessary and relevant medical information is provided, the County shall make available forms to be completed by the medical provider. It is the responsibility of the contractor to provide verbal notice to their appointing authority immediately upon receipt of their medical provider's authorization to return to work. Such notice must be provided at least five (5) work days prior to reporting to work. The appointing authority or designee will schedule an appropriate medical evaluation for the contractor with the Center for Employee Health and Wellness prior to the contractor's return to work. The contractor shall provide their medical provider's written notice of authorization to return to work to the Center at or prior to the contractor's scheduled appointment time.

Exceptions to the above requirements may be made on a case by case basis by the Medical Director or designee for the Center for Employee Health and Wellness.

The contractor is obligated to attend the appointment as scheduled under the conditions outlined above. If the contractor fails to adhere to the procedure, the contractor is required to use sick leave or leave without pay for any work hours missed. If required notice has been provided, and there is a delay between the contractor's appointment with the Center and the start of his/her scheduled tour of

duty on the day that he/she was released to return to work, the County will pay for work hours missed, without charge to the contractor's leave balances.

The final decision on the contractor's ability to return to work rests with the medical provider at the Center. In the event the contractor is not released to return to work by the Occupational Health Officer medical provider at the Center, the contractor's status would continue on sick leave or, where there is no balance, leave without pay.

- (3) Review. The Director of Human Resources may review and determine the justification of any request for sick leave with pay and may, in the interest of the County, require a medical report by a doctor to support a claim for sick leave pay.
- (4) Proof. A doctor's certificate or other adequate proof shall be provided by the contractor in all cases of absence due to illness when requested by the appointing authority.
- (5) Improper Use. Evidence substantiating the use of sick leave for willful injury, gross negligence, intemperance, trivial indispositions, instances of misrepresentation, or violation of the rules defined herein will result in denial of sick leave with pay and shall be construed as grounds for disciplinary action including termination.
- (h) Workers' Compensation. Contractor shall receive full salary in lieu of Workers' Compensation benefits and paid sick leave for the first forty (40) hours following an occupational injury or illness, if authorized off work by order of an accepted physician under the Workers' Compensation sections of the California Labor Code. Thereafter, accumulated paid leave may be prorated to supplement such temporary disability compensation payments provided that the total amount shall not exceed the regular gross salary of the contractor.

ATTACHMENT E

MUSEUM GIFT STORE MANAGER VACATION LEAVE

- (a) Definition. Vacation is a right, earned as a condition of employment, to a leave of absence with pay for the recreation and well being of the contractor. If a contractor has exhausted sick leave, vacation leave may be used for sick leave purposes upon a special request of the contractor and with the approval of the appointing authority.
- (b) Accumulation. Contractor shall accrue, on a pro rata basis, vacation leave for completed pay periods. Such vacation allowance shall be available for use on the first day following the pay period in which it is earned, provided the contractor has completed 1600 hours of continuous service from the contractor's benefit date.

<u>Length of Service From Benefit Date</u>	<u>Annual Vacation Allowance</u>	<u>Maximum Allowed Unused Balance</u>
After 1600 and through 8320 service hours	80 Hours	160 Hours
Over 8320 and through 18,720 service hours	120 Hours	240 Hours
Over 18,720 service hours	160 Hours	320 Hours

(c) Administration.

- (1) Scheduling. Vacation periods should be taken annually with the approval of the appointing authority at such time as will not impair the work schedule or efficiency of the department but with consideration given to the well being of the contractor.

Written request for vacation leave shall receive a written response from the appointing authority within two (2) weeks of submission. In instances where a vacation leave request has received written, advance approval and is rescinded due to work urgency by the supervisor, that decision may be appealed to the Department Head/Group Administrator for an immediate review. In those instances where the direct supervisor is the Department Head/Group Administrator the rescission due to work urgency may be appealed to the Director of Human Resources for immediate review. In those instances where a financial hardship would occur because pre-approval resulted in prepayment by the contractor, a vacation would only be canceled under the most extreme work emergency.

- (2) Minimum Charge. The minimum charge against accumulated vacation leave shall be fifteen (15) minutes. Vacation leave shall be compensated at the contractor's base rate of pay, except as otherwise provided in this Attachment.

- (3) Holiday During Vacation. When a fixed holiday falls within a vacation period the holiday time shall not be charged against the contractor's earned vacation benefits.
- (4) Vacation Leave and Termination Date. Contractor not planning to return to County employment at the expiration of a vacation leave shall be compensated in a lump sum payment for accrued vacation and shall not be carried on the payroll.

ATTACHMENT F

MUSEUM GIFT STORE MANAGER EXPENSE REIMBURSEMENT AND EXPENSE ADVANCES

Section 1. General Provisions

The purpose of this Attachment is to define the policy and procedures by which Contractor shall report and be reimbursed for necessary expenses incurred on behalf of San Bernardino County.

Section 2. Responsibilities

It shall be the responsibility of each appointing authority or designee to investigate and approve each request for expense reimbursement. It shall be the responsibility of each contractor to obtain prior approval from the appropriate appointing authority or designee to incur a business expense. Prior approval may be in the form of standing orders issued by the appointing authority.

Section 3. Travel Authorization

(a) Travel outside the State of California must be approved by the County Administrative Officer or designee except when the trip outside California is within twenty (20) miles of the California border or travel through a location anywhere in the adjacent state as a means of arriving at a location within California. Requests for such travel shall be submitted to the County Administrative Officer in triplicate on a standard "Travel Request" form, unless specifically approved in the department's budget.

(b) The appointing authority or designee is authorized to approve necessary travel within the State of California and use of transportation mode consistent with this Attachment.

Section 4. Records and Reimbursements

(a) Requests for expense reimbursement should be submitted once each month, except if the amount claimable for any month does not exceed twenty-five dollars (\$25.00), the submission may be deferred until the amount exceeds twenty-five dollars (\$25.00) quarterly, or until June 30 during the current fiscal year, whichever occurs first. At the end of the fiscal year, expense reimbursement claims for July 1 and beyond must be on a separate claim from those expenses claimed for June 30 or earlier.

(b) Receipts or vouchers, which verify the claimed expenditures, will be required for all items of expense except:

1. Subsistence, except as otherwise provided in this Attachment.
2. Private mileage

3. Taxi, streetcar, bus and ferryboat fares, bridge and road tolls, and parking fees.
4. Telephone and telegraph charges.
5. Other authorized expenses of less than one dollar (\$1.00).

(c) Claims for expense reimbursement totaling less than one dollar (\$1.00) in any fiscal year shall not be paid.

(d) Reimbursement shall not be made for any personal expenses such as but not limited to entertainment, barbering, etc.

(e) Except as otherwise provided in this Attachment, expense reimbursements shall be made on an actual cost basis.

Section 5. Transportation Modes

(a) The general rule for selection of a mode of transportation is that mode which represents the lowest expense to the County.

(b) Travel via Private Automobile

(1) Reimbursement for the use of privately owned automobile to conduct County business shall be at the IRS allowable rate or thirty-two cents (\$0.32) per mile, whichever is greater. Reimbursement at this rate shall be considered as full and complete payment for actual necessary expenses for the use of the private automobile, insurance, maintenance, and all other transportation-related costs. The County does not provide any insurance for private automobiles used on County business. The owner of an automobile is responsible for the personal liability and property damage insurance when the vehicle is used on County business.

(2) When contractor, traveling on official County business leaves directly from their principal place of residence rather than from their assigned work location, mileage allowed to the first work contact point shall be the difference between the distance from the residence to the assigned work location and the distance from the residence to the first work contact point. If the first work contact point is closer than the assigned work location, no mileage shall be allowed. If the contractor departs from the last work contact point directly to the residence, the same principle governs.

Contractor may have multiple assigned work locations. Mileage allowed is based on the assigned work location for that day. When contractor has more than one assigned work location in a standard tour of duty, mileage shall be allowed between assigned work locations. In no case will mileage be allowed between the employee's residence and the assigned work location.

(c) Travel via Rental Vehicles.

Reimbursement will be provided for the cost of a rental vehicle for business purposes if such use is approved by the appointing authority. Rental vehicles are covered for liability and vehicle physical damage under the County's self-insurance program. Reimbursement will not be provided for the additional costs incurred if any employee purchases any additional insurance or signs a Collision Damage Waiver (CDW) when renting a vehicle for County business. Requests for reimbursement for gasoline for rental vehicles must be accompanied by a copy of the rental agreement or rental receipt and gasoline receipt.

(d) Travel via air.

(1) Commercial Aircraft. When commercial aircraft transportation is approved, the "cost of public carrier" shall mean the cost of air coach class rate including tax and security surcharges. Travel via charter aircraft shall be limited to emergencies, or when other types of transportation are impractical or more expensive. Specific prior approval for travel via charter aircraft must be obtained by from the County Administrative Officer or designee.

(2) Private Aircraft. When private aircraft transportation is approved by the County Administrative Officer or designee, reimbursement will be as follows:

(a) Reimbursement for use of aircraft owned or rented and flown by County personnel will be for equivalent road miles at the first mile rate of the current private automobile use reimbursement schedule. Landing or tie-down fees will be reimbursed similar to auto parking charges.

(b) Reimbursement for trips to and from the following destinations will be limited to the cost of public carrier except when justified by unusual circumstances as determined by the County Administrative Officer or designee: Sacramento, San Francisco, Oakland, and San Jose.

(c) Authorized charter flights with a licensed charter service providing the aircraft and pilot will be reimbursed at actual cost. Charter flights must be individually approved by the County Administrative Officer or designee prior to departure.

(d) The contractor or owner of the aircraft must have a minimum single limit liability insurance coverage of five hundred thousand dollars (\$500,000) for bodily injury and/or property damage and have the County included as an additional insured. Written evidence of such insurance must be on file with County Risk Management.

Section 6. Subsistence

(a) Subsistence allowances for lodging and meals shall not be allowed without prior approval of the appointing authority or designee as necessary for the purpose of conducting County business. Excess charges greater than the allowances listed below in paragraph (b) and (c) may be authorized under special conditions, such as a convention requirement or in an area of unusually high cost (such as San Francisco Bay area, Sacramento, Fresno, Los Angeles and San Diego).

Receipts are mandatory to obtain reimbursement for all lodging and claims for the full day's meal allowance.

(b) The allowance for lodging is sixty-five (\$65.00) plus tax, per night, single, with receipt.

(c) The allowance for meals is forty-one (\$41.00) plus tax and gratuity, the latter not to exceed fifteen percent (15%) per day, for three (3) meals or when separate meals are claimed, nine dollars (\$9.00) for breakfast; twelve dollars (\$12.00) for lunch; and twenty dollars (\$20.00) for dinner, all plus tax and gratuity, as provided above.

(d) Meal allowances for a business meeting/conference including meals are the actual cost.

(e) The parties agree that it is the basic responsibility of contractor to anticipate and make provision for their own meals. In emergency situations at the work site, if a contractor is unable to obtain a meal due to extraordinary working conditions or an extremely remote work site, the County shall make every effort to provide meals.

Section 7. Expense Advances

Advancement of funds for business expenses can be obtained from the Auditor-Controller's Office through submission of the appropriate form. Advancements shall not exceed the per diem allowances set forth herein. The minimum amount to be advanced is twenty-five dollars (\$25.00).